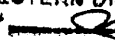


AO 245 B (Rev. 06/05) W.D. TX. - Judgment in a Criminal Case

UNITED STATES DISTRICT COURT  
Western District of Texas  
SAN ANTONIO DIVISION

**FILED**  
OCT 21 2009  
CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY  DEPUTY CLERK

UNITED STATES OF AMERICA

v.

Case Number SA-08-CR-757 (1)-XR  
USM Number 29356-280

BRUCE E. HAMMONDS

True Name: Bruce Edward Hammonds

Defendant.

**JUDGMENT IN A CRIMINAL CASE**  
(For Offenses Committed On or After November 1, 1987)

The defendant, BRUCE E. HAMMONDS, was represented by Chris K. Gober.

On motion of the United States, the Court has dismissed the remaining indictment as to this defendant.

The defendant pled guilty to Count(s) 1 and 2 of the Superseding Information on February 18, 2009. Accordingly, the defendant is adjudged guilty of such Count(s), involving the following offense(s):

<u>Title &amp; Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count (s)</u>
15 USC § 77q(a) & 77x	Securities Fraud	June 13, 2008	1s
15 USC § 77q(a) & 77x	Securities Fraud	October 15, 2008	2s

As pronounced on October 2, 2009, the defendant is sentenced as provided in pages 2 through 7 of this Judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

It is further ordered that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this Judgment are fully paid. If ordered to pay restitution, the defendant shall notify the Court and United States Attorney of any material change in the defendant's economic circumstances.

Signed this the 21<sup>st</sup> day of October, 2009.



XAVIER RODRIGUEZ  
United States District Judge

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

**IMPRISONMENT**

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of **FIFTY-SEVEN (57) MONTHS**. This term consists of terms of fifty-seven (57) months on each of Counts One (1)s and Two (2)s to be served concurrently.

The Court makes the following recommendations to the Bureau of Prisons:

(1) That the defendant serve his sentence in the Federal Correctional Institution at Bastrop, Texas, or in the alternative, the nearest facility to San Antonio, Texas as possible.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons no later than January 15, 2010. The United States Pretrial Services shall notify the defendant of the designated institution, date, and time to surrender.

**RETURN**

I have executed this Judgment as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_  
at \_\_\_\_\_, with a certified copy of this Judgment.

\_\_\_\_\_  
United States Marshal

By \_\_\_\_\_  
Deputy Marshal

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

**SUPERVISED RELEASE**

Upon release from imprisonment, the defendant shall be on supervised release for a term of **Three (3) Years** on each of Counts One (1)s Two (2)s to be served concurrently.

While on supervised release, the defendant shall comply with the mandatory and standard conditions that have been adopted by this Court as set forth on pages 4 and 5 of this judgment.

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

**CONDITIONS OF SUPERVISION**

**Mandatory Conditions:**

- 1) The defendant shall not commit another federal, state, or local crime.
- 2) The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
- 3) In supervised release cases only, the defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from custody of the Bureau of Prisons.
- 4) If convicted of a felony, the defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon.
- 5) The defendant shall cooperate in the collection of DNA as directed by the probation officer if the collection of such a sample is authorized pursuant to section 3 of the DNA Analysis Backlog Elimination Act of 2000 (42 U.S.C. § 1413a).
- 6) If convicted of a sexual offense as described in 18 U.S.C. § 4042(c)(4), the defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer.
- 7) If convicted of a domestic violence crime as defined in 18 U.S.C. § 3561(b), the defendant shall participate in an approved program for domestic violence.
- 8) If the judgment imposes a fine or restitution, it is a condition of supervision that the defendant pay in accordance with the Schedule of Payments sheet of the judgment.

**Standard Conditions:**

- 1) The defendant shall not leave the judicial district without permission of the court or probation officer.
- 2) The defendant shall report to the Probation Officer and shall submit a truthful and complete written report within the first five days of each month.
- 3) The defendant shall answer truthfully all inquiries by the Probation Officer and follow the instructions of the Probation Officer.
- 4) The defendant shall support his or her dependents and meet other family responsibilities.
- 5) The defendant shall work regularly at a lawful occupation unless excused by the Probation Officer for schooling, training or other acceptable reasons.
- 6) The defendant shall notify the Probation Officer at least ten days prior to any change in residence or employment.
- 7) The defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substance, except as prescribed by a physician.
- 8) The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered.
- 9) The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the Probation Officer.
- 10) The defendant shall permit a Probation Officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the Probation Officer.
- 11) The defendant shall notify the Probation Officer within seventy-two hours of being arrested or questioned by a law enforcement officer.
- 12) The defendant shall not enter into any agreement to act as an informer or special agent of a law enforcement agency without the permission of the Court.
- 13) As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

- 14) If convicted of a sexual offense as described in 18 U.S.C. § 4042(c)(4), or has a prior conviction of a State or local offense that would have been an offense as described in 18 U.S.C. § 4042 (c)(4) if a circumstance giving rise to Federal jurisdiction had existed, the defendant shall participate in a sex offender treatment program approved by the probation officer. The defendant shall abide by all program rules, requirements and conditions of the sex offender treatment program, including submission to polygraph testing, to determine if the defendant is in compliance with the conditions of release. The defendant may be required to contribute to the cost of the services rendered (copayment) in an amount to be determined by the probation officer, based on the defendant's ability to pay.
- 15) The defendant shall submit to an evaluation for substance abuse or dependency treatment as directed by the probation officer, and if deemed necessary by the probation officer, the defendant shall participate in a program approved by the probation officer for treatment of narcotic addiction or drug or alcohol dependency which may include testing and examination to determine if the defendant has reverted to the use of drugs or alcohol. The defendant may be required to contribute to the cost of the services rendered (copayment) in an amount to be determined by the probation officer, based upon the defendant's ability to pay.
- 16) The defendant shall submit to an evaluation for mental health counseling as directed by the probation officer, and if deemed necessary by the probation officer, the defendant shall participate in a mental health program approved by the probation officer. The defendant may be required to contribute to the cost of the services rendered (copayment) in an amount to be determined by the probation officer, based upon the defendant's ability to pay.
- 17) If the defendant is excluded, deported, or removed upon release from imprisonment, the term of supervised release shall be a non-reporting term of supervised release. The defendant shall not illegally re-enter the United States. If the defendant lawfully re-enters the United States during the term of supervised release, the defendant shall immediately report in person to the nearest U.S. Probation Office.
- 18) If the judgment imposes other criminal monetary penalties, it is a condition of supervision that the defendant pay such penalties in accordance with the Schedule of Payments sheet of the judgment.
- 19) If the judgment imposes a fine, special assessment, restitution, or other criminal monetary penalties, it is a condition of supervision that the defendant shall provide the probation officer access to any requested financial information.
- 20) If the judgment imposes a fine, special assessment, restitution, or other criminal monetary penalties, it is a condition of supervision that the defendant shall not incur any new credit charges or open additional lines of credit without the approval of the probation officer unless the defendant is in compliance with the payment schedule.

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

### CRIMINAL MONETARY PENALTIES/ SCHEDULE

The defendant shall pay the following total criminal monetary penalties in accordance with the schedule of payments set forth. Unless the Court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. Criminal Monetary Penalties, except those payments made through Federal Bureau of Prisons' Inmate Financial Responsibility Program shall be paid through the Clerk, United States District Court, 655 East Durango Boulevard, Room G-65, San Antonio, Texas 78206.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
<b>TOTAL:</b>	<b>\$200.00</b>	<b>\$0</b>	<b>\$1,111,323.43</b>

### Special Assessment

It is ordered that the defendant shall pay to the United States a special assessment of \$100.00 on each of Counts One (1)s and Two (2)s, for a total of \$200.00. Payment of this sum shall begin immediately.

### Fine

The fine is waived because of the defendant's inability to pay.

### Restitution

The defendant shall pay restitution in the total amount of \$1,111,323.43 through the Clerk, U.S. District Court, for distribution to the payee(s). This total represents \$1,051,888.09 as to Count One (1)s and \$59,435.34 as to Count Two (2)s. Payment of this sum shall begin immediately.

The Court directs the United States Probation Office to provide personal identifier information of victims by submitting a "reference list" under seal Pursuant to E-Government Act of 2002" to the District Clerk within ten(10) days after the criminal Judgment has been entered.

### Name of Payee

### Amount of Restitution

██████████	\$1,051,888.09
██████████	\$47,975.67
██████████	\$11,459.67

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column above. However, pursuant to 18 U.S.C. § 3664(i), all non-federal victims must be paid before the United States is paid.

If the fine is not paid, the Court may sentence the defendant to any sentence which might have been originally imposed. See 18 U.S.C. §3614.

The defendant shall pay interest on any fine or restitution of more than \$2,500.00, unless the fine or restitution is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. §3612(f). All payment options may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. §3612(g).

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) community restitution, (6) fine interest, (7) penalties, and (8) costs, including cost of prosecution and court costs.

Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

Defendant: BRUCE E. HAMMONDS  
Case Number: SA-08-CR-757 (1)-XR

**FORFEITURE**

The defendant is ordered to forfeit the following property to the United States:

- (1) All funds, monies and instruments up to and including \$220,991.30, More or Less, contained in Merrill Lynch Account Number XXXX9264, 200 Concord Plaza, Suite 100, San Antonio, TX 78216, in the name of B&J Partnership; and
- (2) All funds, monies and instruments up to and including \$11,459.67, More or Less, contained in Wachovia Account Number XXXXXXXXX2349, 13703 West IH 10, San Antonio, TX 78249, in the name of B&J Partnership.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

2009 FEB -4 PM 3:03

UNITED STATES OF AMERICA

v.

BRUCE E. HAMMONDS

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§

CRIMINAL NO. SA 08 CR 757 XR

PLEA AGREEMENT

COMES NOW the United States of America, by and through its undersigned counsel, and Defendant Bruce E. Hammonds (Defendant), both personally and by and through his undersigned counsel, and hereby state that a Plea Agreement entered pursuant to the terms of FED.R.CRIM.P. Rule 11(c)(1)(B) has been reached between the parties in the above entitled and numbered cause as follows:

Counts of Conviction

Defendant agrees to plead guilty to Count One and Count Two of the Superseding Information in the above entitled and numbered cause, each charging separate violations of Title 15, United States Code, §§ 77q(a) and 77x, securities fraud.

Range of Punishment

Defendant understands that the range of punishment for the offense charged in Count One is a term of imprisonment of not more than five (5) years, a fine of up to two-hundred-fifty-thousand dollars (\$250,000.00) or twice the pecuniary gain to Defendant or loss to the victims as a result of the offense, a term of supervised release of not more than three (3) years, a \$100 special assessment, plus restitution.



Defendant understands that the range of punishment for the offense charged in Count Two is a term of imprisonment of not more than five (5) years, a fine of up to two-hundred-fifty-thousand dollars (\$250,000.00) or twice the pecuniary gain to Defendant or loss to the victims as a result of the offense, a term of supervised release of not more than three (3) years, a \$100 special assessment, plus restitution. Defendant understands that if the Court accepts this plea agreement, the statutory maximum term of imprisonment could be no more than ten (10) years imprisonment.

#### Imposition of Sentence

The parties agree to request the Court to consult with and take into account the United States Sentencing Guidelines and accompanying policy statements ("the U.S.S.G.") for the calculation of Defendant's sentence pursuant to Title 18, United States Code, § 3553 as construed by *United States v. Booker*, 543 U.S. 220 (2005). However, Defendant understands that the U.S.S.G. is advisory and that the Court may take other factors into account on sentencing which could result in a greater or lesser sentence than the sentencing range calculated under the U.S.S.G.

In determining Defendant's sentence, the parties agree that the following sentencing factors of the U.S.S.G., should be consulted and taken into account by the Court for sentencing purposes pursuant to Title 18, United States Code, § 3553, as construed in the *Booker* case cited above as related to Count One and Count Two:

1. Base Offense Level & Adjustments

The parties agree that the applicable guideline is §2B1.1 which carries a base offense level of 6. Additionally, there would be a 2 level enhancement for more than 10 victims, plus a 4 level enhancement for Defendant being a registered broker or dealer of securities. The parties further agree that the loss is more than \$400,000. The Government believes the loss to be

more than \$1,000,000. Defendant reserves the right to present evidence to lower the loss amount below \$1,000,000. Should the court agree with the Government's position on loss amount, the adjusted level would be 28.

2. Acceptance of Responsibility

The Government will not oppose the award of a two-level adjustment for acceptance of responsibility. Defendant realizes that award of such adjustment ultimately remains in the Court's discretion. Further, if the two-level adjustment is granted and, if applicable, the Government will move, at the time of sentencing, for the award of the third-level for acceptance of responsibility unless the defendant:

1. Fails to admit a factual basis that establishes the elements of the offense for the plea at the time it is entered; or
2. Denies involvement in the offense, gives conflicting statements about that involvement, or is untruthful with the Court or the probation officer; or
3. Fails to appear in Court; or
4. Engages in additional criminal conduct; or
5. Attempts to withdraw this plea.

3. Criminal History

The parties believe the Defendant's Criminal History Category to be Category

I.

4. Departures

The parties agree not to recommend any upward or downward departures to

the adjusted offense level as computed by the Probation Office and the Court, including any criminal history departures under § 4A1.3.

5. Government's Recommendation as to Custody

The Government will not oppose a request for a sentence at the low end of the Sentencing Guideline range as determined by the Court, subject to the exceptions stated in connection with the "Acceptance of Responsibility" provision above.

Waiver of Appeal and Collateral Attack

Defendant is aware that any sentence imposed will be up to the maximum allowed by statute for the offenses to which Defendant is pleading guilty. Defendant is also aware that the sentence to be imposed is not subject to parole. By entering into this Plea Agreement, and as a term of this Plea Agreement, Defendant voluntarily and knowingly waives any right to appeal the sentence on any ground, including any appeal right conferred by Title 18, United States Code, § 3742, as amended by the *Booker* case cited above.

Defendant also voluntarily and knowingly waives the right to contest the sentence in any post-conviction proceeding, including but not limited to, a proceeding pursuant to Title 28, United States Code, § 2255; provided, however, that consistent with principles of professional responsibility imposed on Defendant's counsel and counsel for the Government, Defendant does not waive the right to challenge the sentence to the extent that it is the result of a violation of Defendant's constitutional rights based on claims of ineffective assistance of counsel or prosecutorial misconduct of constitutional dimension.

Defendant waives all rights to challenge the sentence imposed, knowing that the Court has not yet determined that sentence. Defendant understands and agrees that any estimate of the

probable sentencing range that may be received from defense counsel, the Government, or the United States Probation Office is not a promise, did not induce the guilty plea or this waiver, and does not bind the Government, the United States Probation Office, or the Court. In other words, Defendant understands that he may not challenge the sentence imposed by the District Court, even if it differs substantially from any sentencing range estimated by defense counsel, the attorney for the Government, or the United States Probation Officer. Realizing the uncertainty in estimating what sentence he will ultimately receive, Defendant knowingly and voluntarily waives any rights to appeal the sentence or contest it in any post-conviction proceeding in exchange for the concessions made by the Government in this Plea Agreement.

#### Reservation of Government's Rights

The Government reserves the right to: (1) bring its version of the facts of this case to the attention of the United States Probation Office in connection with that office's preparation of a presentence report; (2) dispute sentencing factors or facts material to sentencing in the presentence report and at sentencing; and (3) seek resolution of such factors or facts in conference with defense counsel and the United States Probation Office.

#### Assistance of Counsel

Defendant acknowledges that Defendant's attorney has advised him of the nature of the charges, any possible defense to the charges, and the range of possible sentences. Defendant is satisfied that Defendant's counsel has provided competent representation.

#### Factual Basis

Beginning as early as August 2006, and continuing through June 13, 2008, Defendant was registered as a securities representative with Merrill Lynch, Pierce, Fenner and Smith, Inc. (Merrill

Lynch) in San Antonio, Texas. Defendant's activities at Merrill Lynch included handling client account deposits, withdrawals, and trades using the Merrill Lynch computer system based in New York, New York.

During his employment with Merrill Lynch, Defendant solicited funds from clients of Merrill Lynch (investors) to invest in B&J Partnership by knowingly and intentionally representing material facts that (1) he had the authority from Merrill Lynch to trade in the B&J Partnership account for the benefit of investors; (2) B&J Partnership was an investment fund sanctioned by Merrill Lynch; and (3) he was successful in earning trading profits for investors.

Furthermore, when making representations to investors, Defendant knowingly and intentionally omitted and failed to disclose material facts that: (1) Merrill Lynch was unaware of the nature, ownership, and purpose of the B&J Partnership account; (2) Merrill Lynch was unaware that he had deposited investor funds into the B&J Partnership account at Merrill Lynch; (3) Defendant had not traded securities through the B&J Partnership account at Merrill Lynch and had not earned the trading profits represented to investors; (4) Defendant commingled client funds with his own personal funds; and (5) he had misapplied and diverted the investor funds for his own benefit and the benefit of others.

When Merrill Lynch became aware of Defendant's activities, the firm froze the funds remaining in the B&J Partnership account, and it subsequently reimbursed investors whose funds had been invested into the B&J Partnership account at Merrill Lynch. On June 13, 2008, Merrill Lynch terminated Defendant's employment for (1) commingling investor funds with his personal funds and misapplying and diverting investor funds, and (2) not truthfully disclosing the nature of the B&J Partnership and outside financial activities to Merrill Lynch.

Before the Merrill Lynch account was frozen, Defendant had transferred some investor funds from Merrill Lynch to a B&J Partnership account at Peregrine Financial Group, Inc., also known as PFGBest and PFGBest.com (collectively "PFGBest"). PFGBest allowed Defendant to trade through its computer system located in Chicago, Illinois.

From on or about June 13, 2008, through on or about October 15, 2008, Defendant continued to solicit new funds from two investors by intentionally representing material facts that (1) he had been a successful trader for investors through B&J Partnership at Merrill Lynch; (2) Merrill Lynch was unhappy because they had not shared in the profits earned; and (3) he would use new investment funds to trade on behalf of investors through B&J Partnership.

Defendant intentionally omitted and failed to disclose material facts to investors solicited after June 13, 2008, that (1) he had been terminated by Merrill Lynch for misapplying and diverting investor funds and not disclosing the true nature, ownership, and purpose of the B&J Partnership account to Merrill Lynch; (2) profits paid to investors had actually been the return of their principal and the principal of other investors; (3) he had misapplied and diverted investor funds for his own benefit and the benefit of others; and (4) he would misapply and divert new investment funds for his own benefit and the benefit of others.

Although Defendant traded online through B&J Partnership at PFGBest in the Western District of Texas, no trading profits were reflected in the B&J Partnership monthly account statements. Any funds paid as profits to investors were actually return of their principal and the principal from other investors. Investor funds to be traded through B&J Partnership at PFGBest were transferred between PFGBest and accounts controlled by Defendant at Frost Bank and Wachovia Bank in the Western District of Texas. Defendant used the new investment funds for

his own benefit and the benefit of others.

The United States filed notice to forfeit all of Defendant's right, title, and interest in accounts controlled by Defendant which contained any remaining investor funds, including the B&J Partnership account frozen at Merrill Lynch and a B&J Partnership account at Wachovia Bank. No other investor funds remain.

The loss as a result of Hammonds' scheme was no more than \$1,168,869.51.

**FORFEITURE AGREEMENT:**

As part of this Plea Agreement, Defendant expressly agrees and stipulates that he will immediately and voluntarily forfeit to the United States of America all his right, title, and interest in the following personal properties and money judgment:

**Personal Properties:**

All funds, monies and instruments up to and including \$220,991.30, more or less, contained in Merrill Lynch Account Number XXXX9264, 200 Concord Plaza, Suite 100, San Antonio, Texas 78216, in the name of B&J Partnership; and,

All funds, monies and instruments up to and including \$11,459.67, more or less, contained in Wachovia Account Number XXXXXXXXXX2349, 13703 West IH 10 TX6326, San Antonio, Texas 78249, in the name of B&J Partnership

hereinafter referred to as the "Subject Personal Properties"; and

Defendant agrees and stipulates that the Subject Personal Properties are forfeitable to the United States of America pursuant to Rule 32.2, Fed. R.Crim.P. and Title 18 U.S.C. § 981(a)(1)(C) via Title 28 U.S.C. § 2461 for violations of Title 15 U.S.C. § 77q(a) and 77x.

Defendant agrees and stipulates that the Subject Personal Properties represent property used to facilitate and/or represents property involved in the violations of Title 15 U.S.C. § 77q(a) and 77x.

Defendant further agrees and stipulates that he will execute and deliver to the United States of America any and all documents deemed necessary by counsel for the United States of America to accomplish the forfeiture of the Subject Personal Properties.

Defendant further agrees and stipulates that the facts set forth in the Factual Basis of this Plea Agreement executed by Defendant are true and correct and establish that the Subject Personal Properties are subject to forfeiture to the United States of America.

Defendant further agrees to waive all constitutional and statutory challenges to all forfeiture carried out in accordance with this Plea Agreement including, but not limited to Eighth Amendment (Excessive Fines) and Fifth Amendment (Double Jeopardy) challenges.

Defendant further agrees, stipulates and waives any and all right to a jury trial on forfeiture issues as well as any and all right to appeal the forfeiture of the Subject Personal Properties to the United States of America.

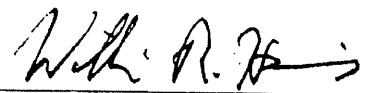
Defendant further agrees and stipulates as part of this Plea Agreement that the United States is not limited to the forfeiture of the Subject Personal Properties. If the United States determines, at any time, that any of the conditions set forth in Title 21 U.S.C. § 853(p) exist, then the United States shall, at its option, be entitled to forfeiture of any other




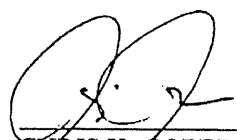
property (substitute assets) equivalent to and equal to the value of the Subject Personal Properties.

Respectfully submitted,

JOHN E. MURPHY  
ACTING UNITED STATES ATTORNEY

BY:   
WILLIAM R. HARRIS  
Assistant United States Attorney

  
1-27-09  
BRUCE E. HAMMONDS  
Defendant

  
1-27-09  
CHRIS K. GOBER, Esquire  
Attorney for Defendant